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DOLLAR TREE STORES, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Alma Angelica Fierro, an individual,  
Plaintiff,

v.

Dollar Tree Stores, Inc., a Virginia  
Corporation; Maria Supervisor Doe, an  
individual; Does 1 to 100,  
Defendants.

Case No. 2:23-cv-05231-JLS-SK  
*[Los Angeles County Superior Court Case  
No. 22STCV32889]*

[Assigned to Hon. Josephine L. Staton,  
District Judge; Hon. Steve Kim, Magistrate  
Judge]

**STIPULATED PROTECTIVE ORDER**

Complaint Filed: October 6, 2022

Counsel for Plaintiff ALMA ANGELICA FIERRO (“Plaintiff”) and Defendant  
DOLLAR TREE STORES, INC. (“Defendant”) jointly stipulate to the entry of this  
Proposed Protective Order:

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential,  
proprietary, or private information for which special protection from public  
disclosure and from use for any purpose other than prosecuting this litigation may  
be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
enter the following Stipulated Protective Order. The parties acknowledge that this  
Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends  
2 only to the limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles. The parties further acknowledge, as set forth  
4 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective  
5 Order does not entitle them to a file confidential information under seal; Civil Local  
6 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
7 be applied when a party seeks permission from the court to file material under seal.  
8

9 **B. GOOD CAUSE STATEMENT**

10  
11 Federal Rules of Civil Procedure, Rule 26(c)(1) states in pertinent part, that the  
12 Court, upon a showing of good cause may “issue an order to protect a party from  
13 annoyance, embarrassment, oppression, or undue burden or expense.” Fed.R.Civ.P.  
14 26(c)(1). In the instant matter, Defendant Dollar Tree Stores, Inc.’s Confidential  
15 Documents contain proprietary and confidential trade secret information relating to  
16 Defendant Dollar Tree Stores, Inc.’s business practices and its safety protocol.  
17 Defendant Dollar Tree Stores, Inc. derives independent economic value from  
18 maintaining the confidentiality of the policies and procedures set forth in these  
19 Confidential Documents.

20 Defendant is a retailer in the home goods industry. The home goods industry  
21 is very competitive. As a result of years of investing time and money in research and  
22 investigation, Defendant developed the policies contained in the Confidential  
23 Documents for the purposes of maintaining the security and accessibility of its  
24 merchandise, providing quality customer service, and ensuring the safety of its  
25 employees and customers. These policies and procedures, as memorialized in the  
26 Confidential Documents, were created and generated by Dollar Tree for Dollar Tree,  
27 and are used for the purposes of maintaining safety at its stores and creating efficient  
28 and organized work environments for its employees. As a result, Defendant is able

1 to minimize the waste of any resources, which is a key factor in generating  
2 profitability for its business.

3 Defendant derives economic value from maintaining the secrecy of its  
4 Confidential Documents. If disclosed to the public, the trade secret information  
5 contained in Defendant's Confidential Documents would reveal Defendant's internal  
6 operations and could potentially be used by competitors as a means to compete for its  
7 customers, interfere with its business plans and thereby gain unfair business  
8 advantages. If Defendant's safety protocol were revealed to the general public, it  
9 would hinder Defendant's ability to effectively resolve and minimize liability claims,  
10 and its goal of protecting its customers and employees from theft and other crimes.  
11 Unrestricted or unprotected disclosure of such information would result in prejudice  
12 or harm to Defendant by revealing Dollar Tree's competitive confidential  
13 information, which has been developed at the expense of Dollar Tree and which  
14 represents valuable tangible and intangible assets.

15 Defendant's employee/personnel files and records are confidential records,  
16 subject to the privacy rights of the employees. Defendant's employees have a  
17 fundamentally protected right to privacy under both our state and federal  
18 Constitutions which enjoys special safeguard from governmental interference. Cal.  
19 Const., art. I, §§ 1, 2, 3; U.S. Const., 1st Amend. California law provides protections  
20 for parties when their private information is subpoenaed, even when the information  
21 sought is relevant and not privileged. Defendant's employee/personnel records and  
22 the information contained therein, such as salary data, background checks, work  
23 history, health insurance information, social security number, financial information  
24 including sensitive tax information, and wage information are highly sensitive, the  
25 disclosure of which would be an invasion of Defendant's employees' right of privacy.  
26 Such employee/personnel files are maintained by Defendant Dollar Tree as  
27 confidential and are not disclosed or otherwise made available to the general public.

28 Additionally, Plaintiff maintains a right to privacy pursuant under the U.S.

1 Constitution, California Constitution Article 1, Section 1, or any other applicable state  
2 or federal law and has an interest in preserving the confidentiality of any information  
3 or documents that may invade those rights.

4  
5 2. DEFINITIONS

6 2.1 Action: *Fierro, Alma Angelica v. Dollar Tree Stores, Inc.*, Case No.  
7 2:23-cv-05231-JLS-SK.

8 2.2 Challenging Party: a Party or Non-Party that challenges the  
9 designation of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
11 how it is generated, stored, or maintained) or tangible things that qualify for  
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
13 the Good Cause Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
15 their support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information  
17 or items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless  
20 of the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, testimony, transcripts, and tangible things), that are produced  
22 or generated in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
25 an expert witness or as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other outside  
28 counsel.

1           2.9   Non-Party: any natural person, partnership, corporation, association,  
2 or other legal entity not named as a Party to this action.

3           2.10   Outside Counsel of Record: attorneys who are not employees of a  
4 party to this Action but are retained to represent or advise a party to this Action and  
5 have appeared in this Action on behalf of that party or are affiliated with a law firm  
6 which has appeared on behalf of that party, including support staff.

7           2.11   Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13   Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14   Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18          2.15   Receiving Party: a Party that receives Disclosure or Discovery  
19 Material from a Producing Party.

### 20 21   3.    SCOPE

22          The protections conferred by this Stipulation and Order cover not only  
23 Protected Material (as defined above), but also (1) any information copied or  
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
25 compilations of Protected Material; and (3) any testimony, conversations, or  
26 presentations by Parties or their Counsel that might reveal Protected Material.

27          Any use of Protected Material at trial shall be governed by the orders of the  
28 trial judge. This Order does not govern the use of Protected Material at trial.

1     4.     DURATION

2           Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a Designating Party agrees  
4 otherwise in writing or a court order otherwise directs. Final disposition shall be  
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
6 or without prejudice; and (2) final judgment herein after the completion and  
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
8 including the time limits for filing any motions or applications for extension of time  
9 pursuant to applicable law.  
10

11     5.     DESIGNATING PROTECTED MATERIAL

12           5.1     Exercise of Restraint and Care in Designating Material for Protection.

13     Each Party or Non-Party that designates information or items for protection under  
14 this Order must take care to limit any such designation to specific material that  
15 qualifies under the appropriate standards. The Designating Party must designate for  
16 protection only those parts of material, documents, items, or oral or written  
17 communications that qualify so that other portions of the material, documents,  
18 items, or communications for which protection is not warranted are not swept  
19 unjustifiably within the ambit of this Order.

20           Mass, indiscriminate, or routinized designations are prohibited. Designations  
21 that are shown to be clearly unjustified or that have been made for an improper  
22 purpose (e.g., to unnecessarily encumber the case development process or to impose  
23 unnecessary expenses and burdens on other parties) may expose the Designating  
24 Party to sanctions.

25           If it comes to a Designating Party's attention that information or items that it  
26 designated for protection do not qualify for protection, that Designating Party must  
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.  
28 ///

1           5.2   Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

7           (a) for information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or trial  
9 proceedings), that the Producing Party affix at a minimum, the legend  
10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
11 contains protected material. If only a portion or portions of the material on a page  
12 qualifies for protection, the Producing Party also must clearly identify the protected  
13 portion(s) (e.g., by making appropriate markings in the margins).

14           A Party or Non-Party that makes original documents available for  
15 inspection need not designate them for protection until after the inspecting Party has  
16 indicated which documents it would like copied and produced. During the  
17 inspection and before the designation, all of the material made available for  
18 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
19 identified the documents it wants copied and produced, the Producing Party must  
20 determine which documents, or portions thereof, qualify for protection under this  
21 Order. Then, before producing the specified documents, the Producing Party must  
22 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.  
23 If only a portion or portions of the material on a page qualifies for protection, the  
24 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
25 appropriate markings in the margins).

26           (b) for testimony given in depositions that the Designating Party identify  
27 the Disclosure or Discovery Material on the record, before the close of the  
28 deposition all protected testimony.



(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party Shall initiate the dispute resolution process under Civil Local Rule 37-1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties), may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.



1     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1     Basic Principles. A Receiving Party may use Protected Material that  
3 is disclosed or produced by another Party or by a Non-Party in connection with  
4 this Action only for prosecuting, defending, or attempting to settle this Action.  
5 Such Protected Material may be disclosed only to the categories of persons and  
6 under the conditions described in this Order. When the Action has been  
7 terminated, a Receiving Party must comply with the provisions of Section 13 below  
8 (FINAL DISPOSITION).

9             Protected Material must be stored and maintained by a Receiving Party at  
10 a location and in a secure manner that ensures that access is limited to the  
11 persons authorized under this Order.

12            7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

16                 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
17 well as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19                 (b) the officers, directors, and employees (including House Counsel) of  
20 the Receiving Party to whom disclosure is reasonably necessary for this Action;

21                 (c) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this Action and who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24                 (d) the Court and its personnel;

25                 (e) court reporters and their staff;

26                 (f) professional jury or trial consultants, mock jurors, and Professional  
27 Vendors to whom disclosure is reasonably necessary for this Action and who have  
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with

1 the subpoena or court order shall not produce any information designated in this  
2 action as “CONFIDENTIAL” before a determination by the court from which the  
3 subpoena or order issued, unless the Party has obtained the Designating Party’s  
4 permission. The Designating Party shall bear the burden and expense of seeking  
5 protection in that court of its confidential material, and nothing in these provisions  
6 should be construed as authorizing or encouraging a Receiving Party in this Action  
7 to disobey a lawful directive from another court.

8  
9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to  
17 produce a Non-Party’s confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-Party  
21 that some or all of the information requested is subject to a confidentiality agreement  
22 with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated  
24 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
25 specific description of the information requested; and

26 (3) make the information requested available for inspection by the Non-  
27 Party, if requested.

28 (c) If the Non-Party fails to seek a protective order from this Court within

1 14 days of receiving the notice and accompanying information, the Receiving Party  
2 may produce the Non-Party's confidential information responsive to the discovery  
3 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
4 not produce any information in its possession or control that is subject to the  
5 confidentiality agreement with the Non-Party before a determination by the Court.  
6 Absent a court order to the contrary, the Non-Party shall bear the burden and  
7 expense of seeking protection in this Court of its Protected Material.

8  
9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
11 Protected Material to any person or in any circumstance not authorized under this  
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
13 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
14 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
15 or persons to whom unauthorized disclosures were made of all the terms of this  
16 Order, and (d) request such person or persons to execute the "Acknowledgment and  
17 Agreement to Be Bound" that is attached hereto as Exhibit A.

18  
19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
20 PROTECTED MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain  
22 inadvertently produced material is subject to a claim of privilege or other protection,  
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
25 procedure may be established in an e-discovery order that provides for production  
26 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
27 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
28 communication or information covered by the attorney-client privilege or work

1 product protection, the parties may incorporate their agreement in the stipulated  
2 protective order submitted to the Court.

3  
4 12. MISCELLANEOUS

5 12.1 Right to Relief. Nothing in this Order abridges the right of any person  
6 to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order, no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in this  
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
14 may only be filed under seal pursuant to a court order authorizing the sealing of the  
15 specific Protected Material at issue. If a Party's request to file Protected Material  
16 under seal is denied by the court, then the Receiving Party may file the information  
17 in the public record unless otherwise instructed by the court.

18  
19 13. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in Section 4  
21 (DURATION), within 60 days of a written request by the Designating Party, each  
22 Receiving Party must return all Protected Material to the Producing Party or destroy  
23 such material. As used in this subdivision, "all Protected Material" includes all  
24 copies, abstracts, compilations, summaries, and any other format reproducing or  
25 capturing any of the Protected Material. Whether the Protected Material is returned  
26 or destroyed, the Receiving Party must submit a written certification to the  
27 Producing Party (and, if not the same person or entity, to the Designating Party) by  
28 the 60 day deadline that (1) identifies (by category, where appropriate) all the

1 Protected Material that was returned or destroyed; and (2) affirms that the Receiving  
2 Party has not retained any copies, abstracts, compilations, summaries, or any other  
3 format reproducing or capturing any of the Protected Material. Notwithstanding this  
4 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
5 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
6 deposition and trial exhibits, expert reports, attorney work product, and consultant  
7 and expert work product, even if such materials contain Protected Material. Any  
8 such archival copies that contain or constitute Protected Material remain subject to  
9 this Protective Order as set forth in Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or  
3 monetary sanctions.  
4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
6

7 DATED 10/18/2023  
8

9 /s/ Eugenia Bagdassarian  
10

11 Attorneys for Plaintiff  
12

13 DATED: 10/18/2023  
14

15 /s/ Andrea Breuer  
16

17 Attorneys for Defendant  
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19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
20

21 DATED: 10/18/2023  
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23   
24

25 Honorable Steve Kim  
26 United States Magistrate Judge  
27  
28



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on \_\_\_\_\_ [date] in the case of *Fierro, Alma Angelica v. Dollar Tree Stores,*  
*Inc.*, Case No. 2:23-cv-05231-JLS-SK. I agree to comply with and to be bound by  
 all the terms of this Stipulated Protective Order, and I understand and acknowledge  
 that failure to so comply could expose me to sanctions and punishment in the nature  
 of contempt. I solemnly promise that I will not disclose in any manner any  
 information or item that is subject to this Stipulated Protective Order to any person  
 or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print  
 or type full name] of \_\_\_\_\_ [print or type  
 full address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_